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June 22, 2000
Via Overnight

David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
P.O. Box 3412
Nashville, Tennessee 37219-0412

REC'D TN
REGULATORY AUTH.
JUN 23 PM 12 28
GUYE JONES
EXECUTIVE SECRETARY

00-00541

RE: Application of Globalcom Inc. d/b/a GCI Globalcom Inc. for Certificate to provide Operator Services and or Resell Telecommunication Services in Tennessee

Dear Mr. Waddell:

Enclosed for filing are the original and thirteen (13) copies of the application of Globalcom Inc. d/b/a GCI Globalcom Inc. for a Certificate to Provide Resale Interexchange Telecommunications Services in the state of Tennessee. Also enclosed is a check for the amount of \$50.00 to cover the filing fee.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided.

Please contact me at (407) 740-8575 should you have any questions. Thank you for your assistance in this matter.

Sincerely,

Carey Roesel
Consultant to
Globalcom Inc. d/b/a GCI Globalcom Inc.

CR/bt

cc: G. McCarty, Globalcom
file: Globalcom - TN - IXC
tms: tni0000

TENNESSEE REGULATORY AUTHORITY

Lynn Greer, Chairman
Sara Kyle, Director
Melvin Malone, Director

460 James Robertson Parkway
Nashville, Tennessee 37243-0505

APPLICATION FOR CERTIFICATE
TO PROVIDE OPERATOR SERVICES
AND/OR RESELL
TELECOMMUNICATION SERVICES IN TENNESSEE
[RULE 1220-4-2-.57]

SECTION A

Part 1: General Information

- A. Name of Applicant:** Globalcom Inc. d/b/a GCI Globalcom Inc.
333 West Wacker Drive, 15th Floor
Chicago, Illinois 60606
Phone: (312) 895-8818
Facsimile: (312) 492-1414

B. Owner, Partners, or Corporate Officer

NAME	ADDRESS	CITY	STATE	ZIP CODE
John T. Shave President	333 West Wacker Drive, 15th Floor	Chicago	Illinois	60606
Chris Forte Vice President	333 West Wacker Drive, 15th Floor	Chicago	Illinois	60606
Eric Wince Vice President	333 West Wacker Drive, 15th Floor	Chicago	Illinois	60606

- C. Name and telephone number of contact person authorized to respond to Authority inquiries Monday through Friday.**

John T. Shave
Phone: (312) 895-8818
Facsimile: (312) 492-1414

- D. List a toll-free telephone number that consumers can call to report service problems and/or request refunds or adjustments.**

(800) 759-9987

- E. Check the type of telecommunication services you plan to provide in Tennessee.**

☒ Resell Interexchange long distance services

☐ Resell Local Exchange services

☐ Operator Services

☐ Other (describe _____)

- F. If providing operator services, list company name, address and contact person for all reseller carriers you serve in Tennessee. Provide the above information on Appendix I.**

(To be filled out by TRA)

Company ID Number: _____

Date Approved: _____

Evaluator: _____

G. List the state(s) you are authorized to operate in at this time.

Globalcom is authorized to offer resold intrastate long distance services in the states of AR, CA, IL, IN, NJ, WI, FL, OH, and TX. In addition, Globalcom operates in Iowa, Utah, and Virginia where no certification is required. The Company is currently pursuing nationwide certification.

H. List any states that you have been denied authority to provide service.

None

I. Areas in Tennessee to be served.

Entire State

J. What type of Customers will the company serve?

- ☒ Business
- ☒ Residential
- ☐ Aggregators (e.g. Hotels, Payphones)
- ☐ Other (specify) _____

K. Do you allow a property imposed fee (PIF) to be added to the price of intrastate telephone calls over your network? If yes, specify amount.

Not Applicable

L. Are your prices for intrastate services plus any PIF equal to or less than the dominant carriers price for similar services?

☐ Yes ☐ No ☒ Not Applicable

M. Describe the type of services and price that the applicant will be offering in Tennessee on the Informational Tariff Form found in Appendix II¹

Globalcom is requesting authority to provide resold outbound, inbound toll-free, and travel card interexchange services to both residence and business customers throughout Tennessee. Globalcom intends to initially resell interexchange services as a "switchless" reseller. However, Globalcom also seeks authority that will enable the company to implement a switch at some future date. Globalcom proposes to offer long distance voice telecommunications services over resold transmission facilities to residential and business customers throughout the state of Tennessee. Globalcom services and facilities are furnished for communications originating and terminating within the State of Tennessee under the terms of the tariff provided in this application. Intrastate service is offered as an add-on to interstate service. Service is provided 24 hours per day, 7 days a week. Globalcom does not provide operator assisted services. Globalcom customers may reach its Customer Service department by dialing 1-800-589-1531.

¹ Applicant is required to fill out an Informational Tariff form. Failure to fill out this form will cause the applicant's request to be rejected.

(To be filled out by TRA)
Company ID Number: _____
Date Approved: _____
Evaluator: _____

N. What is the applicant's 10XXX or 800 access code?

N/A

O. Does the applicant now have or plan to have any telecommunications facilities (e.g. switches, fiber lines) in Tennessee?

Globalcom intends to initially resell interexchange services as a "switchless" reseller. However, Globalcom also seeks authority that will enable the company to implement a switch at some future date

P. What facility-based network will the applicant be reselling?

Globalcom currently utilizes Frontier and Quest as its underlying carriers.

Q. Will the applicant be utilizing the local telephone company's billing system or billing Customers direct²?

Customers will be billed directly by the Company. The Company's toll-free customer service number - 1-800-589-1531 - is printed on all bills. The Company's Customer Service Department is staffed 24 hours a day, 7 days per week.

R. Describe briefly how the applicant plans to market their services in Tennessee. If an independent telemarketer is going to be used, state company name and address.

Independent agents

S. Describe the procedures the applicant will use to switch a consumer's preferred interexchange service.

Written LOA

T. Applicant has the ability and agrees to honor the form of call blocking that the consumer has subscribed to with their local telephone company.

☒ Yes ☐ No

U. Applicant gives permission to the local telephone company to provide the Commission a periodic sample of the reseller's intrastate toll calls. The purpose of this analysis is to audit the reseller's rates to assure they are at or below the dominant carrier's tariffed rates.

☒ Yes ☐ No

Part II: Organization Structure

A. Type of Organization

☐ Individual

☒ Corporation

☐ Partnership

☐ Other (Explain on separate sheet)

B. If partnership and/or Non-resident

- (1) Attach a copy of Articles of Incorporation and current by-laws.
- (2) Attach a copy of Certification of Authority issued by Tennessee Secretary of State showing corporation's authority to engage in business in Tennessee.

Part III: Financial Information

- A. Attach a current financial statement showing in detail the applicant's financial condition, including balance sheet and income statement, or a copy of IRS form 1120 or 1065 filed by your business for the previous year. Attach, if available, a copy of your company's 10K and/or stockholder reports.

Part IV: Display Card

Attach a copy of the display card to be placed on the aggregators telephone which shows what operator services are to be provided. The card must contain all required information listed in the attached Rule (1220-4-2-.57,B)³, which includes a toll-free number consumers can call for service problems and refunds.

³It is the responsibility of the reseller or operator service provider to assure that the appropriate display card is affixed to the aggregates telephones.

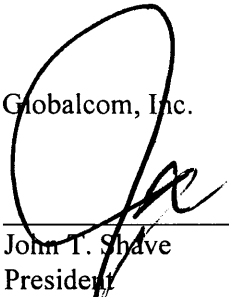
(To be filled out by TRA)
Company ID Number: _____
Date Approved: _____
Evaluator: _____

Part V: Rule Compliance Agreement

A. The Interexchange Reseller or Operator Service Provider applicant, hereby, affirms the following:

- Has received, read, and understands the Tennessee Regulatory Authority (TRA; formerly TPSC) Interexchange Reseller Rules and Regulations, (Appendix III)
- Understands the penalties for non-compliance, and all associated fees to provide such service.
- Will comply with the TRA Interexchange Reseller Rules and all other applicable Authority Rules and state laws, including T.C.A. Section 65-5-206 (Appendix IV),
- That all information provided in the attached registration document is true to the best of my knowledge.

Globalcom, Inc.



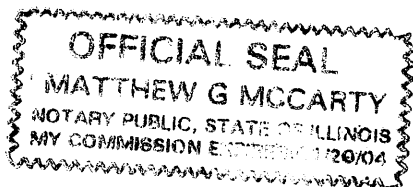
John T. Shave
President
Globalcom, Inc.

Date: 5/11/00

Subscribed and sworn

before me this 11 day of MAY, 2000.

Notary Public



SEAL

(To be filled out by TRA)

Company ID Number: _____

Date Approved: _____

Evaluator: _____

Globalcom Inc. d/b/a GCI Globalcom, Inc.

Appendix I

Reseller Name

Address

Contact Person

Not applicable

Globalcom Inc. d/b/a GCI Globalcom Inc.

Appendix II

Rate Sheet

RESALE COMMON CARRIER SERVICE RATE SHEET
FOR

Globalcom Inc. d/b/a GCI Globalcom Inc.

This document contains the service descriptions and rates applicable to the furnishing of Intrastate Resale Common Carrier Communications Services offered by Globalcom Inc. d/b/a GCI Globalcom Inc. between points within the State of Tennessee.

Issued: June 23, 2000

Effective Date: July 24, 2000

By:

John T. Shave, President
Globalcom Inc. d/b/a GCI Globalcom Inc.
333 West Wacker Drive, 15th Floor
Chicago, Illinois 60606

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CHECK SHEET

The pages listed below of this rate sheet are effective as of the date shown. Revised pages contain all changes from the original rate sheet that are in effect as of the date indicated.

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	25	Original	*
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*			
7	Original	*			
8	Original	*			
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			

* - indicates pages included in this filing

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EXPLANATION OF SYMBOLS

- (C)** To signify changed listing, rule, or condition which may affect rates or charges.
- (D)** To signify discontinued material, including listing, rate, rule, or condition.
- (I)** To signify an increase.
- (M)** To signify material relocated from or to another part of rate sheet schedule with no change in text, rate, rule or condition.
- (N)** To signify new material including listing, rate, rule or condition.
- (R)** To signify reduction.
- (S)** To signify reissued material.
- (T)** To signify change in wording of text but not change in rate, rule, or condition.

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APPLICATION OF RATE SHEET

This rate sheet contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications services by Globalcom Inc. d/b/a GCI Globalcom Inc. within the State of Tennessee.

SERVICE AREA MAP

Globalcom Inc. d/b/a GCI Globalcom Inc. will provide intrastate service throughout the State of Tennessee.

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RATE SHEET FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the TRA. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a rate sheet filing is made with the TRA, an updated Check Sheet accompanies the rate sheet filing. The Check Sheet lists the pages contained in the rate sheet, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The rate sheet user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the TRA.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Commission - The Tennessee Regulatory Authority.

Company or Carrier - Whenever used in this tariff, "Carrier" or "Company" refers to Globalcom Inc. d/b/a GCI Globalcom Inc. unless otherwise specified or clearly indicated by the context.

Company's Point of Presence - Location of the serving central office associated with access to the Company's network.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Globalcom - Refers to Globalcom Inc. d/b/a GCI Globalcom Inc., issuers of this rate sheet.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

LATA - Local Area of Transport and Access.

LEC - Local Exchange Company.

Personal Identification Number (PIN)- See Authorization Code.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from Globalcom. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

TRA - refers to the Tennessee Regulatory Authority.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

V&H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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SECTION 2.0 - TERMS AND CONDITIONS

2.1 Undertaking of the Company

Globalcom's services and facilities are furnished for communications originating and terminating within the State of Tennessee under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Globalcom arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers and Subscribers in accordance with the terms and conditions set forth under this tariff. Globalcom may act as the Customer's or Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer or Subscriber, to allow connection of a Customer's or Subscriber's location to the Globalcom network. The Customer or Subscriber shall be responsible for all charges due for such service arrangements.

2.2 Use

Services provided under this rate sheet may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

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SECTION 2.0 - TERMS AND CONDITIONS, (Cont'd)

2.3 Limitations

- 2.3.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this rate sheet. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this rate sheet.
- 2.3.2** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this rate sheet, or in violation of the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.3.4** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by Globalcom in its reasonable judgment.
- 2.3.5** Service may be limited or discontinued by Globalcom, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Authorization Codes, when Globalcom deems it necessary to take such action to prevent unlawful use of its service. Globalcom will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated.

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SECTION 2.0 - TERMS AND CONDITIONS, (Cont'd)**2.4 Assignment or Transfer**

All service provided under this rate sheet is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this rate sheet shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Liability

- 2.5.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this rate sheet (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.5.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

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SECTION 2.0 - TERMS AND CONDITIONS, (Cont'd)**2.5 Liability, (Cont'd.)**

- 2.5.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the TRA's Rules and Regulations.
- 2.5.5** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this rate sheet; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.5.6** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

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SECTION 2.0 - TERMS AND CONDITIONS, (Cont'd)

2.6 Payment and Credit Regulations

2.6.1 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the TRA. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this rate sheet.

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SECTION 2.0 - TERMS AND CONDITIONS, (Cont'd)

2.6 Payment and Credit Regulations, (Cont'd)

2.6.2 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Tennessee state law.

2.6.3 Return Check Charge

The Company reserves the right to assess a return check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to state law.

2.6.4 Deposits

The Company does not normally require a deposit from the Customer.

2.6.5 Advance Payments

The Company does not normally require advance payments from the Customer.

2.7 Taxes and Surcharges

2.7.1 The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

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SECTION 2.0 - TERMS AND CONDITIONS, (Cont'd)**2.7 Taxes and Surcharges (cont'd)**

2.7.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund and the Primary Interexchange Carrier Charge and compensation to payphone service providers for the use of their payphones to access the Company's service.

2.8 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service.

2.9 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Globalcom's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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SECTION 2.0 - TERMS AND CONDITIONS, (Cont'd)

2.10 Interconnection

Service furnished by Globalcom may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Globalcom's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.11 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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By:

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SECTION 2.0 - TERMS AND CONDITIONS, (Cont'd)**2.12 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this rate sheet.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access.

No credits will be given for usage sensitive or message rated toll charges due to interruption of service. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours.

For purposes of credit computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

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SECTION 2.0 - TERMS AND CONDITIONS, (Cont'd)

2.13 Refusal or Discontinuance by Company

2.13.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer PINS when the Company deems it necessary to take such action to prevent unlawful use of its service. Globalcom will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new PINs to replace ones that have been deactivated.

2.13.2 Globalcom may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency:

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B. For use of telephone service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to Globalcom or its agents for the purpose of inspection and maintenance of equipment owned by Globalcom or its agents.
- D. For noncompliance with or violation of TRA regulation or rules and regulations on file with the TRA.

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SECTION 2.0 - TERMS AND CONDITIONS, (Cont'd)

2.13 Refusal or Discontinuance by Company, (Cont'd)

2.13.2 (Cont'd)

- E.** For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service.
- F.** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Globalcom's equipment or service to others.
- G.** Without notice in the event of tampering with the equipment or services owned by Globalcom or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Globalcom may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.14 Cancellation by the Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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SECTION 2.0 - TERMS AND CONDITIONS, (Cont'd.)**2.15 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.16 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

2.17 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES

3.1 General

The Company's services are available twenty-four hours per day, seven days a week.

The Company provides interexchange switched and dedicated telecommunications services for personal or business use. Descriptions and rates contained in this tariff apply to the intrastate portion of the Carrier's services only.

Each call is rated and charged individually for each call placed through the Company. Call timing is rounded up to the next whole billing increment. Fractional call charges are rounded up to the next whole cent.

Globalcom provides direct dialed, inbound toll free service and travel card services for interstate telecommunications service under terms of this tariff.

Unless otherwise specified, all intrastate services in this tariff are offered in conjunction with the Company's interstate services.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)**3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the wire center of the Customer's equipment and that of the destination point is calculated by using the industry standard "V" and "H" coordinates.

- Step 1 - Obtain the "V" and "H" coordinates for the wire centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the wire centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

3.3.3 Minimum call duration and call timing increments for billing purposes is specified on a per-product basis in Section 3 of this tariff.

3.3.4 There is no billing applied for incomplete calls.

3.4 Time of Day Rate Periods

Globalcom's services are not time of day sensitive. The same rate applies 24 hours per day, 7 days per week.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)**3.5 Direct Dial 1+ Service**

Direct Dial 1+ Service allows Customers to make 1+ direct dialed calls from presubscribed switched or dedicated access lines. This service is available from equal access end offices only.

3.5.1 Direct Dial 1+ Switched Rates

The Company offers volume and term sensitive direct dial 1+ switched calling plans:

Rate Plan 1 no revenue commitment
 Rate Plan 2 monthly recurring usage charge commitment exceeds \$ 25
 Rate Plan 3 monthly recurring usage charge commitment exceeds \$200
 Rate Plan 4 monthly recurring usage charge commitment exceeds \$500

For billing purposes, calls are rounded up to the nearest eighteen (18) second increment after the initial minimum period of thirty (30) seconds. Charges are not time of day sensitive. Charges per minute are as follows:

Per Minute Rates:

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>	<u>Plan 4</u>
1 year	\$ 0.1500	\$ 0.1100	\$ 0.0800	\$ 0.0450
2 years	\$ 0.1400	\$ 0.1000	\$ 0.0700	\$ 0.0400
3 years	\$ 0.1300	\$ 0.0900	\$ 0.0600	\$ 0.0400
4 years	\$ 0.1200	\$ 0.0800	\$ 0.0500	\$ 0.0400

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)**3.5 Direct Dial 1+ Service, (Cont'd.)****3.5.2 Direct Dial 1+ Dedicated Rates**

Dedicated Direct Dial Service allows Customers to make 1+ direct dialed calls. Customers access the service via dedicated or special access T-1 (1.544 Mbps) lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). The Company offers volume and term sensitive direct dial 1+ dedicated calling plans:

Rate Plan 5 monthly recurring usage charge commitment exceeds \$100

Rate Plan 6 monthly recurring usage charge commitment exceeds \$250

Rate Plan 7 monthly recurring usage charge commitment exceeds \$500

Rate Plan 8 monthly recurring usage charge commitment exceeds \$750

For billing purposes, calls are rounded up to the nearest eighteen (18) second increment after the initial minimum period of thirty (30) seconds. Charges are not time of day sensitive. Charges per minute are as follows:

Per Minute Rates:

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>	<u>Plan 4</u>
1 year	\$ 0.0850	\$ 0.0700	\$ 0.0500	\$ 0.0450
2 years	\$ 0.0800	\$ 0.0650	\$ 0.0450	\$ 0.0400
3 years	\$ 0.0750	\$ 0.0600	\$ 0.0400	\$ 0.0350
4 years	\$ 0.0700	\$ 0.0550	\$ 0.0300	\$ 0.0300

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)**3.6 Inbound Toll Free (i.e. 800/888) Service**

Inbound Toll Free Service provides an inbound toll free calling service to Globalcom Customers. The Globalcom Customer is billed for each toll free call, rather than the call originator. Calls terminate to the Globalcom toll free Customer via switched or dedicate access lines.

3.6.1 Inbound Toll Free Switched Rates

The Company offers volume and term sensitive inbound toll free switched calling plans:

Rate Plan 1 no revenue commitment
 Rate Plan 2 monthly recurring usage charge commitment exceeds \$ 25
 Rate Plan 3 monthly recurring usage charge commitment exceeds \$200
 Rate Plan 4 monthly recurring usage charge commitment exceeds \$500

For billing purposes, calls are rounded up to the nearest eighteen (18) second increment after the initial minimum period of thirty (30) seconds. Charges are not time of day sensitive. Charges per minute are as follows:

Per Minute Rates:

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>	<u>Plan 4</u>
1 year	\$ 0.1500	\$ 0.1100	\$ 0.0800	\$ 0.0450
2 years	\$ 0.1400	\$ 0.1000	\$ 0.0700	\$ 0.0400
3 years	\$ 0.1300	\$ 0.0900	\$ 0.0600	\$ 0.0400
4 years	\$ 0.1200	\$ 0.0800	\$ 0.0500	\$ 0.0400

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)**3.6 Inbound Toll Free (i.e. 800/888) Service, (Cont'd.)****3.6.2 Inbound Toll Free Dedicated Rates**

Callers terminate calls via dedicated or special access T-1 (1.544 Mbps) lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). The Company offers volume and term sensitive toll free dedicated calling plans:

Rate Plan 5 monthly recurring usage charge commitment exceeds \$100

Rate Plan 6 monthly recurring usage charge commitment exceeds \$250

Rate Plan 7 monthly recurring usage charge commitment exceeds \$500

Rate Plan 8 monthly recurring usage charge commitment exceeds \$750

For billing purposes, calls are rounded up to the nearest eighteen (18) second increment after the initial minimum period of thirty (30) seconds. Charges are not time of day sensitive. Charges per minute are as follows:

Per Minute Rates:

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>	<u>Plan 4</u>
1 year	\$ 0.0850	\$ 0.0700	\$ 0.0500	\$ 0.0450
2 years	\$ 0.0800	\$ 0.0650	\$ 0.0450	\$ 0.0400
3 years	\$ 0.0750	\$ 0.0600	\$ 0.0400	\$ 0.0350
4 years	\$ 0.0700	\$ 0.0550	\$ 0.0300	\$ 0.0300

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)**3.7 Travel Card**

Globalcom's Travel Card provide telecommunications services and optional enhanced service to customers while traveling away from the office or home. Customers must dial a Toll-Free (i.e. 800/888) access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices.

The Travel Card per minute charge varies by Rate Plan.

For billing purposes, calls are rounded up to the nearest eighteen (18) second increments after the initial minimum period of thirty (30) seconds.

Charges are not time of day sensitive. Charges per minute are as follows:

Per Minute Rate:

Rate Plans 1-2	\$ 0.25
Rate Plans 3-4	\$ 0.20
Rate Plans 5-8	\$ 0.15

3.8 Authorization Codes

Globalcom offers Authorization Codes for tracking calls. These codes can be 4, 6, or 8 digits and are available with or without validation.

A one time Service Establishment Charge of \$25.00 applies per 50 Authorization Codes. A monthly recurring charge of \$10.00 applies.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)**3.9 Directory Assistance**

Directory Assistance is available to Customers of the Company. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. A Directory Assistance charge per call applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

The Directory Assistance charge varies by Rate Plan. Up to two requests may be made on each call to Directory Assistance. A Directory Assistance charge per call applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call:

Rate Plan 1	\$1.50
Rate Plan 2	\$0.95
Rate Plan 3	\$0.75
Rate Plan 4	\$0.65
Rate Plan 5	\$0.55
Rate Plan 6	\$0.45
Rate Plan 7	\$0.40
Rate Plan 8	\$0.35

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.10 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Per call surcharge	\$0.24
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SECTION 04 - SPECIAL ARRANGEMENTS

4.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically tariffed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

4.2 Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

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Globalcom, Inc. d/b/a GCI Globalcom Inc.

Exhibit I

Financial Statements

Globalcom, Inc.

Financial Statements
As of September 30, 1999 and December 31, 1998

GLOBALCOM, INC.

BALANCE SHEETS

As of September 30, 1999 and December 31, 1998

ASSETS	9/30/99	12/31/98
CURRENT ASSETS:		
Cash and equivalents	\$ 451,634	\$ 107,413
Accounts receivable, net of allowance for doubtful accounts of \$35,588 and \$0 as of September 30, 1999 and December 31, 1998, respectively (note 3)	3,004,990	1,635,198
Unbilled receivables (note 4)	518,179	383,509
Prepaid rent	28,563	-
Employee advances	13,852	10,341
Total current assets	4,017,218	2,136,461
FURNITURE, FIXTURES AND EQUIPMENT:		
Leasehold improvements	517,174	-
Computer equipment	282,977	112,782
Furniture and fixtures	100,729	42,639
Telephone system	52,801	31,100
Office equipment	19,803	7,799
Less- Accumulated depreciation	(98,847)	(58,292)
Total furniture, fixtures and equipment, net	874,637	136,028
OTHER ASSETS:		
Inventory	15,944	-
Deposits (note 5)	40,000	40,000
Security deposit	75,307	8,000
Total other assets	131,251	48,000
	<u>\$ 5,023,106</u>	<u>\$ 2,320,489</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable (note 6)	\$ 2,446,663	\$ 1,468,694
Notes payable - current (note 7)	681,774	337,073
Accrued telecommunications taxes	539,378	131,803
Accrued bonuses (note 10)	278,146	145,799
Accrued commissions	62,167	47,548
Other accrued expenses	76,522	51,167
Total current liabilities	4,084,650	2,182,084
NOTES PAYABLE - LONG TERM (note 7)	6,135	20,185
SHAREHOLDERS' EQUITY:		
Capital stock	1,000	1,000
Retained earnings	931,321	117,220
Total shareholders' equity	932,321	118,220
	<u>\$ 5,023,106</u>	<u>\$ 2,320,489</u>

The accompanying notes to financial statements are an integral part of these statements.

GLOBALCOM, INC.

STATEMENTS OF INCOME AND RETAINED EARNINGS

For the Nine Months Ended September 30, 1999 and Year Ended December 31, 1998

	Nine Months Ended 9/30/99	Year Ended 12/31/98
REVENUE	\$ 11,617,341	\$ 7,216,828
COST OF GOODS SOLD:		
Network carrier charges	6,704,628	4,848,535
Commissions - outside sales representatives	255,225	137,454
Wages - sales representatives	883,104	499,465
Payroll taxes - sales representatives	69,845	35,421
Total cost of goods sold	<u>7,912,802</u>	<u>5,520,875</u>
GROSS PROFIT	<u>3,704,539</u>	<u>1,695,953</u>
OPERATING EXPENSES:		
Salaries	966,552	595,990
Bonuses (note 10)	232,347	145,799
Payroll taxes	76,609	39,136
Bad debt expense	35,588	62,791
Outside billing service	418,674	224,228
Rent	140,522	84,730
Insurance	88,224	28,716
Advertising and marketing	36,806	40,130
Legal and professional fees	314,404	83,088
Depreciation	40,555	31,946
Office supplies	37,003	66,095
General and administrative (note 9)	463,259	199,600
Total operating expenses	<u>2,850,543</u>	<u>1,602,249</u>
INCOME BEFORE INTEREST EXPENSE	853,996	93,704
INTEREST EXPENSE	<u>39,895</u>	<u>18,273</u>
NET INCOME	<u>\$ 814,101</u>	<u>\$ 75,431</u>
RETAINED EARNINGS, beginning of period	117,220	41,789
RETAINED EARNINGS, end of period	<u><u>\$ 931,321</u></u>	<u><u>\$ 117,220</u></u>

The accompanying notes to financial statements are an integral part of these statements.

GLOBALCOM, INC.

STATEMENTS OF CASH FLOWS

For the Nine Months Ended September 30, 1999 and Year Ended December 31, 1998

	Nine Months Ended 9/30/99	Year Ended 12/31/98
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income	\$ 814,101	\$ 75,431
Adjustments to reconcile net income to net cash provided from operating activities-		
Bad debt provision	35,588	-
Depreciation	40,555	31,946
Increase in accounts receivables	(1,405,380)	(1,359,012)
Increase in unbilled receivables	(134,670)	(292,645)
Increase in prepaid rent	(28,563)	-
Increase in employee advances	(3,511)	(10,341)
Increase in security deposits	(67,307)	(3,000)
Increase in inventory	(15,944)	-
Increase in deposits	-	(2,762)
Increase in accounts payable	977,969	1,139,422
Increase in accrued telecommunications tax	407,575	114,075
Increase in accrued bonuses	132,347	118,356
Increase in accrued commissions	14,619	47,568
Increase in other accrued expenses	25,355	51,167
Net cash (used in) provided from operating activities	<u>792,734</u>	<u>(89,815)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of leasehold improvements	(517,174)	-
Purchase of computer equipment	(170,195)	(102,314)
Purchase of furniture and fixtures	(58,090)	(16,138)
Purchase of office equipment	(12,004)	(1,543)
Purchase of telephone equipment	(21,701)	(31,100)
Net cash used in investing activities	<u>(779,164)</u>	<u>(151,096)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from capitalized lease	20,441	31,100
Repayment of capitalized leases	(21,790)	(16,679)
Proceeds from line of credit	332,000	318,000
Net cash provided by financing activities	<u>330,651</u>	<u>332,421</u>
NET INCREASE IN CASH AND EQUIVALENTS	<u>344,221</u>	<u>91,510</u>
CASH AND CASH EQUIVALENTS, beginning of period	<u>107,413</u>	<u>15,903</u>
CASH AND CASH EQUIVALENTS, end of period	<u><u>\$ 451,634</u></u>	<u><u>\$ 107,413</u></u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the period for interest	<u><u>\$ 28,449</u></u>	<u><u>\$ 16,461</u></u>

The accompanying notes to financial statements are an integral part of these statements.

GLOBALCOM, INC.

NOTES TO FINANCIAL STATEMENTS

As of September 30, 1999 and December 31, 1998

1. General

Globalcom, Inc. (the "Corporation") is primarily engaged as a full service local, long distance, data services and Internet provider. The Corporation maintains its corporate headquarters in Chicago, Illinois, and has a sales office in Milwaukee, Wisconsin. The Corporation opened an additional sales office in Cleveland, Ohio in the first quarter of 1999.

2. Summary of Significant Accounting Policies

Method of Accounting - The Corporation prepares its financial statements using the accrual method of accounting. The Corporation has elected to prepare its tax returns using the cash basis of accounting.

Furniture, Fixtures and Equipment - Furniture, Fixtures and Equipment is stated at cost. Depreciation is computed using accelerated methods allowable for tax reporting purposes. There is no material difference for financial reporting purposes.

Income Taxes - The Corporation has elected to be taxed as an S Corporation under Section 1372(a) of the Internal Revenue Code and accordingly, federal income taxes otherwise payable by the Corporation are not included in the determination of net income.

Management's Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results can differ from those estimates

3. Accounts Receivable

The Corporation maintains an allowance for doubtful accounts of one percent of accounts receivable. The total amount charged to bad debt expense for the nine months ended September 30, 1999 and year ended December 31, 1998 was \$35,588 and \$62,791, respectively.

4. Unbilled Receivables

The Corporation has two billing cycles, the first cycle is through the last day of each month and the second cycle is through the 18th day of each month. The amount of revenue earned from the billing cycle cut-off date through the end of the month is estimated and reflected as unbilled receivables. The unbilled receivables balance as of September 30, 1999 and December 31, 1998 was \$518,179 and \$383,509, respectively.

5. Deposits

The Corporation maintains deposits with its network carriers. The deposits balance as of September 30, 1999 and December 31, 1998 was \$40,000.

6. Accounts Payable

Accounts payable as of September 30, 1999 and December 31, 1998 was \$2,446,663 and \$1,468,694, respectively, and primarily consisted of network carrier charges.

7. Notes Payable

	<u>Short-term</u>	<u>Long-term</u>	<u>Total</u>
Line of credit with bank, secured by interests in corporate assets, one year renewable due February 1, 2000, interest rate at prime plus 25 basis points, unused line of credit at September 30, 1999 was \$350,000	\$ 650,000	\$ -	\$ 650,000
Capitalized lease, secured by interests in equipment, due January 15, 2001, interest rate at 9.0%	22,761	4,894	27,655
Capitalized lease, secured by interests in equipment, due October 10, 2000, interest rate at 9.0%	9,013	1,241	10,254
	<u>\$ 681,774</u>	<u>\$ 6,135</u>	<u>\$ 687,909</u>

8. Lease Commitments

The company leases facilities for varying periods through January 2002. Rent expense for the nine months ended September 30, 1999 and year ended December 31, 1998 was \$140,522 and \$84,730, respectively.

The future minimum rental commitments under the leases are as follows:

1999	\$ 88,108
2000	330,733
2001	216,265
2002	174,276
2003 through 2009	1,142,503
	<u>\$ 1,951,885</u>

9. General and Administrative Expense

General and administrative expense consists of the following:

	Nine Months Ended 9/30/99	Year Ended 12/31/98
Payroll service	\$ 2,276	\$ 1,378
Computer supplies	14,541	10,721
Meetings and seminars	7,343	1,513
Telephone	36,472	20,474
Advertising/marketing	-	14,528
Employee recruitment	62,665	13,028
Licenses and fees	27,546	12,379
Meals and entertainment	44,424	30,421
Parking and travel	66,383	25,084
Pagers	11,298	11,909
Equipment rental	394	6,969
Dues and subscriptions	9,161	3,193
Bank charges	12,217	1,340
Gifts	964	1,434
Contributions	6,080	550
Repairs and maintenance	24,689	9,084
Auto expense	45,581	11,366
Miscellaneous	71,202	8,397
Utilities	20,023	8,182
State replacement taxes	-	7,650
	<u>\$ 463,259</u>	<u>\$ 199,600</u>

10. Accrued Bonuses

Under the Corporation's Employment Agreement, certain employees are to be paid, within ninety days of the start of the following fiscal year, an amount (the "Override Fee") equal to two percent of the aggregate gross revenue received by the Corporation during the fiscal year less any applicable governmental taxes and fees. If the Board of Directors determines that the payment of the Override Fee would adversely effect the financial condition of the Corporation, the payment of the fee would be deferred. The Override Fees earned for the nine months ended September 30, 1999 and year ended December 31, 1998, \$232,347 and \$145,799, have been accrued as an operating expense in the accompanying financial statements.

Other bonuses were paid to certain employees and were included in salary expense.

Globalcom, Inc. d/b/a GCI Globalcom Inc.

Exhibit II

Articles of Incorporation

FILE

Form

BCA-2.10

ARTICLES OF INCORPORATION

(Rev. Jan. 1991)

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

SUBMIT IN DUPLICATE!

This space for use by
Secretary of State

Date

Franchise Tax \$

Filing Fee \$

Approved:

1. CORPORATE NAME: Globalcom Inc.

(The corporate name must contain the word "corporation", "company," "incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent: John T. Shave
First Name Middle Initial Last name

Initial Registered Office: 474 North Lakeshore Drive #4604
Number Street Suite #
Chicago 60611 Cook
City Zip Code County

Purpose or purposes for which the corporation is organized:
(If not sufficient space to cover this point, add one or more sheets of this size.)

The transaction of any or all lawful business for which corporations can be incorporated under the Illinois Business Corporation Act.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
Common	\$ N/A	10,000	1,000	\$ 1,000.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:
(If not sufficient space to cover this point, add one or more sheets of this size.)

(over)

- 800-222-0000
5. OPTIONAL: (a) Number of directors constituting the initial board of directors of the corporation: One
(b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address
John T. Shave	474 North Lakeshore Drive #4604, Chicago, IL. 60611

6. OPTIONAL: (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
(b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
(c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
(d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. OPTIONAL: OTHER PROVISIONS

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated October 7, 1993

Signature and Name
1. <u>[Signature]</u> Signature John T. Shave (Type or Print Name)
2. <u>[Signature]</u> Signature Cecilia Farkas (Type or Print Name)
3. <u>[Signature]</u> Signature (Type or Print Name)

Address
1. <u>474 North Lakeshore Drive #4604</u> Street <u>Chicago</u> <u>Illinois</u> <u>60611</u> City Town State Zip Code
2. <u>474 North Lakeshore Drive #4604</u> Street <u>Chicago</u> <u>Illinois</u> <u>60611</u> City Town State Zip Code
3. <u>[Blank]</u> Street City Town State Zip Code

(Signatures must be in ink on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice President and verified by him, and attested by its Secretary or Assistant Secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
- The filing fee is \$75.
- The minimum total due (franchise tax + filing fee) is \$100.
(Applies when the Corporation to be Received as set forth in Item 4 does not exceed \$16,667)
- The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.

Globalcom, Inc. d/b/a GCI Globalcom Inc.

Exhibit III

Tennessee Secretary of State Certification

Secretary of State**Corporations Section**

1es K. Polk Building, Suite 1800

ashville, Tennessee 37243-0306

DATE: 06/05/00
REQUEST NUMBER: 3922-0017
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 06/05/00 1540
EFFECTIVE DATE/TIME: 06/05/00 1540
CONTROL NUMBER: 0390450

TO:
UNISEARCH INC.
P.O. BOX 40189
ST. PAUL, MN 55104

RE:
GLOBALCOM INC.
APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

ON DATE: 01/18/00

FROM:
UNISEARCH, INC. (MN)
1295 BANDANA BLVD, N
SUITE 300
ST. PAUL, MN 55108-0000

RECEIVED: FEES \$600.00 \$0.00

TOTAL PAYMENT RECEIVED: \$600.00

RECEIPT NUMBER: 00002526870
ACCOUNT NUMBER: 00202444



RILEY C. DARNELL
SECRETARY OF STATE



Secretary of State**Corporations Section**

ices K. Polk Building, Suite 1800

ashville, Tennessee 37243-0306

DATE: 06/05/00
REQUEST NUMBER: 3922-0921
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 06/05/00 1540
EFFECTIVE DATE/TIME:
CONTROL NUMBER: 0390450

O:
UNISEARCH, INC.
P.O. BOX 40189

T. PAUL, MN 55104

E:
GCI GLOBAL.COM INC.
APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE
NAME

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED ASSUMED NAME
REGISTRATION FOR A FIVE YEAR PERIOD BEGINNING WITH AN EFFECTIVE DATE AS
INDICATED ABOVE.

THE CORPORATION MAY RENEW THE RIGHT TO USE THIS NAME WITHIN TWO
(2) MONTHS PRECEDING THE EXPIRATION OF SUCH RIGHT, FOR A PERIOD OF FIVE (5)
YEARS, BY FILING AN APPLICATION WITH THE SECRETARY OF STATE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE
NAME

FROM:
UNISEARCH, INC. (MN)
1295 BANDANA BLVD, N
SUITE 300
ST. PAUL, MN 55108-0000



RILEY C. DARNELL
SECRETARY OF STATE

Globalcom, Inc. d/b/a GCI Globalcom Inc.

Exhibit IV

Sample Bill

GLOBALCOM

Please contact our Customer Care Department
24 hours a day, 7 days a week
at (800) 589-1531.

Globalcom is committed to providing superior customer service and invoice management reporting. What you are holding is your statement generated by our new state of the art customer care system. We hope you find the improved graphs and summary reports helpful. We take pride in offering our customers the best management reporting in the industry. Thank you for being our customer.

Please return this portion with your payment to ensure proper credit.

Payment Coupon

Bill Date: 04/26/2000
Billing Period: 03/20/00 - 04/22/00
Account No:
Statement:

Globalcom
PO Box 809123
Chicago, IL 60680-9123



Account Summary

Account Information

Account No:
Master Account No:
Statement No: 86222
Bill Date: 04/26/2000
Billing Period: 03/20/00 - 04/22/00

Previous

Previous Balance 4,174.00
Payments Received 2,029.91
Adjustments 0.00

Beginning Balance 2,144.09

Current

New Usage Charges 1,518.63
Recurring Charges 0.00
Non-Recurring Charges 0.00
Other Charges and Credits 159.15
State Taxes 30.35
Local Taxes 0.00
Federal Taxes 46.52
Service Charges 32.16
Volume Discount 0.00

Sub Total New Charges 1,786.81

Payment Due

Please Pay This Amount 3,930.90

Total Due

Total 3,930.90

Amount Enclosed

Enclosed



00000008627 000422 000393090

Account #
Invoice #

Current Account Activity

USAGE CHARGES:

LONG DISTANCE USAGE CHARGES:

PRODUCT TYPE - 324-

INTRALATA 167.82
INTRASTATE 147.97
INTERSTATE 1,125.62
INTERSTATE DIRASST. 9.00
INTERNATIONAL 60.17
TRAVEL 8.05

TOTAL LONG DISTANCE USAGE CHARGES:

1,518.63

OTHER CHARGES AND CREDITS:

SURCHARGES:
Federal USE 95.40
PICC MULTILINE BUSINESS 63.75

TOTAL SURCHARGES:

159.15

TOTAL OTHER CHARGES AND CREDITS:

TAXES:
FEDERAL EXCISE TAX 46.52
STATE STATUTORY GROSS RECEIPTS TAX 30.35

TOTAL TAXES:

76.87

TOTAL CURRENT CHARGES

1,786.81

* PAST DUE PORTIONS OF YOUR TOTAL AMOUNT ARE SUBJECT
TO A MONTHLY SERVICE CHARGE OF 1.50 PERCENT.

Account #
Invoice #

Call Detail

DATE	TIME	RATE	TO	NUMBER	MINUTES	AMOUNT
Baltimore						
03/20/2000	6:45 AM	N	BALTIMORE MD	443 463-1743	0.80	0.11
03/20/2000	6:51 AM	N	ALEXANDRIA VA	703 550-8650	0.80	0.07
03/20/2000	8:04 AM	D	ROSE TERR KY	502 942-7299	4.10	0.33
03/20/2000	8:10 AM	D	ALEXANDRIA VA	703 550-8531	4.10	0.33
03/20/2000	8:17 AM	D	GLENBURNE MD	410 762-5555	2.60	0.34
03/20/2000	8:20 AM	D	ALEXANDRIA VA	703 550-8531	2.90	0.23
03/20/2000	8:21 AM	D	BALTIMORE MD	410 404-5885	0.50	0.07
03/20/2000	8:28 AM	D	ALEXANDRIA VA	703 550-8532	2.60	0.21
03/20/2000	8:32 AM	SI	LACRINE	514 6316000	0.80	0.28
03/20/2000	8:41 AM	D	EASTON MD	410 770-3148	0.50	0.07
03/20/2000	8:42 AM	D	TULSA OK	918 446-9935	0.80	0.42
03/20/2000	8:50 AM	D	ALEXANDRIA VA	703 550-8651	0.50	0.04
03/20/2000	8:52 AM	D	ODENTON MD	410 674-7692	1.10	0.15
03/20/2000	8:56 AM	D	YORK PA	717 848-1177	2.00	0.16
03/20/2000	9:08 AM	D	ARLINGTON VA	703 922-7174	4.70	0.38
03/20/2000	9:09 AM	D	BALTIMORE MD	443 463-1743	1.10	0.15
03/20/2000	9:10 AM	D	KENSINGTON MD	301 230-2356	5.30	0.69
03/20/2000	9:15 AM	D	EASTON MD	410 820-8800	2.00	0.26
03/20/2000	9:17 AM	D	BESENL IL	630 766-1308	4.10	0.33
03/20/2000	9:18 AM	D	TEMPE AZ	480 994-4071	0.50	0.04
03/20/2000	9:18 AM	D	NEWARK NJ	973 466-3226	3.80	0.31
03/20/2000	9:27 AM	D	QUEEN'S NYC NY	718 341-9520	1.10	0.09
03/20/2000	9:42 AM	D	BESENL IL	630 766-1326	5.00	0.40
03/20/2000	9:46 AM	D	ELICOTTIC MD	410 442-5936	6.50	0.85
03/20/2000	9:47 AM	D	SOSANFRAN CA	650 553-9990	3.20	0.26
03/20/2000	9:50 AM	D	GLENBURNE MD	410 766-7919	3.80	0.50
03/20/2000	9:51 AM	D	GLENBURNE MD	410 762-5556	5.30	0.69
03/20/2000	9:55 AM	D	GLENBURNE MD	410 766-7919	0.80	0.11
03/20/2000	10:04 AM	D	BESENL IL	630 766-0177	6.20	0.49
03/20/2000	10:06 AM	D	EME PA	814 453-7939	2.00	0.16
03/20/2000	10:07 AM	D	BESENL IL	630 766-2470	14.60	1.16
03/20/2000	10:08 AM	D	BESENL IL	630 766-4578	1.40	0.12
03/20/2000	10:10 AM	D	BESENL IL	630 766-4578	1.10	0.09
03/20/2000	10:11 AM	D	SPOKANE WA	509 448-5235	4.70	0.38

Account #
Invoice #

Account #
Invoice #

Call Detail

Call Detail

DATE	TIME	RATE	TO	NUMBER	MINUTES	AMOUNT	DATE	TIME	RATE	TO	NUMBER	MINUTES	AMOUNT
03/20/2000	10:14 AM	D	ERIE PA	814 825-9896	2.60	0.21	03/20/2000	2:35 PM	D	PARKTON MD	410 357-9801	2.00	0.61
03/20/2000	10:22 AM	D	PERMINE FL	305 233-8147	7.40	0.59	03/20/2000	2:44 PM	D	GRAPEVINE TX	817 488-0327	1.10	0.09
03/20/2000	10:38 AM	D	BALTIMORE MD	443 463-1743	0.80	0.11	03/20/2000	3:04 PM	D	HAWTHORNE CA	310 679-3492	3.50	0.28
03/20/2000	10:45 AM	D	FORK MD	410 592-5400	1.70	0.23	03/20/2000	3:08 PM	D	QUEENS NYC NY	718 553-0686	1.10	0.09
03/20/2000	10:49 AM	D	GRAPEVINE TX	817 481-4538	2.60	0.21	03/20/2000	3:12 PM	D	ORLANDO FL	407 859-6178	1.10	0.09
03/20/2000	10:53 AM	D	BEENSENL IL	630 766-4569	2.30	0.19	03/20/2000	3:14 PM	D	HAWTHORNE CA	310 679-8029	1.40	0.12
03/20/2000	11:04 AM	D	CLEVELAND OH	440 773-3727	2.00	0.16	03/20/2000	3:14 PM	D	TULSA OK	918 587-1511	0.80	0.07
03/20/2000	11:08 AM	D	TACOMA WASH WA	253 926-8326	2.60	0.21	03/20/2000	3:15 PM	D	TULSA OK	918 587-1511	1.70	0.14
03/20/2000	11:10 AM	D	ALDINE TX	281 442-2988	0.50	0.04	03/20/2000	3:15 PM	D	LOUISVILLE KY	502 367-9183	3.80	0.31
03/20/2000	11:10 AM	D	DEER PARK NY	631 242-2506	1.70	0.14	03/20/2000	3:22 PM	D	BRADFORD PA	814 368-4671	1.40	0.12
03/20/2000	11:36 AM	D	BEENSENL IL	630 766-2532	0.50	0.04	03/20/2000	3:25 PM	D	DEER PARK NY	631 242-6645	1.40	0.12
03/20/2000	11:37 AM	D	BEENSENL IL	630 766-1308	1.40	0.12	03/20/2000	3:29 PM	D	SEVERN MD	410 969-0607	0.80	0.06
03/20/2000	11:37 AM	D	MANASSAS VA	703 331-3140	1.70	0.49	03/20/2000	3:31 PM	D	BEENSENL IL	630 766-1308	0.50	0.04
03/20/2000	11:39 AM	D	BEENSENL IL	630 766-1308	1.40	0.12	03/20/2000	3:37 PM	D	ROSE TERR KY	502 942-7299	8.60	0.68
03/20/2000	11:40 AM	D	QUEENS NYC NY	718 341-9520	1.70	0.14	03/20/2000	3:38 PM	D	DARBY RIDGE PA	610 237-3990	0.50	0.04
03/20/2000	11:41 AM	D	BRADFORD PA	814 368-9719	0.50	0.39	03/20/2000	3:39 PM	D	BEENSENL IL	630 766-0584	2.30	0.19
03/20/2000	11:43 AM	D	BRADFORD PA	814 368-9012	2.30	0.54	03/20/2000	3:50 PM	D	LA JOLLA CA	858 642-0644	1.70	0.14
03/20/2000	11:45 AM	D	BEENSENL IL	630 766-0680	0.80	0.07	03/20/2000	3:55 PM	D	HAWTHORNE CA	310 970-0601	1.40	0.12
03/20/2000	12:01 PM	D	HAWTHORNE CA	310 679-3493	2.60	0.21	03/20/2000	4:06 PM	D	KENNINGTON MD	301 230-2617	2.30	0.30
03/20/2000	12:05 PM	D	HAWTHORNE CA	310 679-3493	0.50	0.04	03/20/2000	4:16 PM	D	LADUE MO	314 731-9874	1.70	0.14
03/20/2000	12:07 PM	D	DEER PARK NY	631 242-6257	2.00	0.16	03/20/2000	4:17 PM	D	QUEENS NYC NY	718 341-9520	5.30	0.42
03/20/2000	12:22 PM	D	LAS VEGAS NV	702 438-9498	2.60	0.21	03/20/2000	4:18 PM	D	GLENBURNIE MD	410 761-5600	0.50	0.07
03/20/2000	12:23 PM	D	GLENBURNIE MD	410 762-5557	1.70	0.23	03/20/2000	4:28 PM	D	ST PAUL MN	651 256-8250	0.50	0.04
03/20/2000	12:26 PM	D	GLENBURNIE MD	410 762-5555	2.00	0.26	03/20/2000	4:42 PM	D	NEW ORLEANS LA	504 207-1098	2.00	0.51
03/20/2000	12:31 PM	D	HAWTHORNE CA	310 679-5480	0.50	0.04	03/20/2000	4:46 PM	D	GLENBURNIE MD	410 762-5556	0.80	0.11
03/20/2000	12:33 PM	D	BEENSENL IL	630 766-4569	4.10	0.33	03/20/2000	5:06 PM	N	COMPTON CA	310 604-3721	3.80	0.31
03/20/2000	12:39 PM	D	AUSTIN TX	512 473-2564	2.00	0.16	03/20/2000	5:14 PM	N	HAWTHORNE CA	310 679-3493	2.60	0.21
03/20/2000	12:44 PM	D	AUSTIN TX	512 832-2121	10.70	0.85	03/20/2000	5:15 PM	N	DES MOINES IA	515 457-8425	0.80	0.07
03/20/2000	1:16 PM	D	WALDOFF MD	301 645-8924	2.00	0.26	03/20/2000	5:32 PM	N	BEENSENL IL	630 766-2470	0.80	0.07
03/20/2000	1:19 PM	D	MAUNASSAS VA	703 392-7152	2.90	0.58	03/20/2000	5:36 PM	N	ALEXANDRIA VA	703 283-8399	2.00	0.16
03/20/2000	1:21 PM	D	SUNNYSIDE CA	408 752-2251	1.10	0.09	03/20/2000	5:45 PM	N	BEENSENL IL	630 766-1308	3.80	0.31
03/20/2000	1:29 PM	D	ROSE TERR KY	502 942-7299	7.40	0.59	03/20/2000	6:02 PM	N	MIAMI FL	305 470-1927	9.50	0.76
03/20/2000	1:39 PM	D	ATLINGTON VA	703 922-7198	1.40	0.12	03/20/2000	6:05 PM	N	LOUISVILLE KY	502 368-9289	3.20	0.26
03/20/2000	2:04 PM	D	DURHAM NC	919 484-1390	1.10	0.09	03/20/2000	6:07 PM	N	WOODLAWN MD	410 285-6813	1.70	0.23
03/20/2000	2:30 PM	D	YORK PA	717 848-1177	2.60	0.21	03/20/2000	6:08 PM	N	HAWTHORNE CA	310 970-0608	2.00	0.16
03/20/2000	2:33 PM	D	PARKTON MD	410 357-9801	1.40	0.54							
03/20/2000	2:34 PM	D	NEWARK NJ	973 274-1100	0.50	0.04							

Account #
Invoice #Account #
Invoice #

Call Detail

Call Detail

DATE	TIME	RATE	TO	NUMBER	MINUTES	AMOUNT	DATE	TIME	RATE	TO	NUMBER	MINUTES	AMOUNT
03/20/2000	6:22 PM	N	GLENBURNIE MD	410 762-5555	1.70	0.23	03/21/2000	10:59 AM	D	ENSENML IL	630 766-1367	2.00	0.16
03/20/2000	6:25 PM	N	BALTIMORE MD	410 659-1460	1.70	0.23	03/21/2000	11:00 AM	D	CORPORALIS PA	412 472-9322	0.80	0.42
03/20/2000	7:03 PM	N	ORLANDO FL	407 859-7053	0.50	0.04	03/21/2000	11:03 AM	D	ENSENML IL	630 766-0177	3.80	0.31
03/20/2000	7:04 PM	N	ORLANDO FL	407 859-7053	2.60	0.21	03/21/2000	11:10 AM	D	HERNDON VA	703 430-0754	4.70	0.38
03/20/2000	8:03 PM	N	FAIRFAX VA	703 758-0651	5.60	0.45	03/21/2000	11:10 AM	D	ENSENML IL	630 766-4578	6.80	0.54
03/20/2000	8:30 PM	N	ENSENML IL	630 766-1367	0.80	0.07	03/21/2000	11:12 AM	D	ENSENML IL	630 766-2470	5.60	0.45
03/20/2000	8:33 PM	N	WAYNE MI	734 721-4807	0.50	0.04	03/21/2000	11:15 AM	D	WINDSORLKS CT	860 623-6645	2.30	0.19
03/20/2000	9:10 PM	N	CLIVE HILL KY	606 286-6675	0.80	0.42	03/21/2000	11:30 AM	D	ENSENML IL	630 766-0680	1.40	0.12
03/20/2000	10:10 PM	N	ENSENML IL	630 766-1367	0.50	0.04	03/21/2000	11:32 AM	D	TAMPA WEST FL	813 882-8581	0.50	0.04
03/20/2000	10:18 PM	N	LADUE MO	314 731-9875	0.50	0.04	03/21/2000	11:48 AM	D	HAWTHORNE CA	310 679-4789	2.30	0.19
03/20/2000	10:35 PM	N	LADUE MO	314 731-9875	2.30	0.19	03/21/2000	11:58 AM	D	BALTIMORE MD	443 253-6093	2.90	0.38
03/21/2000	6:02 AM	N	BALTIMORE MD	410 404-5885	0.50	0.07	03/21/2000	12:22 PM	D	HAWTHORNE CA	310 679-4215	1.40	0.12
03/21/2000	6:48 AM	N	BRADENTON FL	941 747-3415	1.40	0.12	03/21/2000	12:23 PM	D	BRADENTON FL	941 747-7491	2.90	0.23
03/21/2000	7:23 AM	N	WOODLAWN MD	410 265-6813	1.10	0.15	03/21/2000	12:25 PM	D	ENSENML IL	630 766-4578	1.70	0.14
03/21/2000	7:43 AM	N	GLENBURNIE MD	410 762-5555	0.50	0.07	03/21/2000	12:26 PM	D	MEL ROSE KS	913 468-6149	1.40	0.12
03/21/2000	8:00 AM	D	LOUISVILLE KY	502 499-9819	1.70	0.49	03/21/2000	12:29 PM	D	VIRGINIA BCH VA	757 460-4034	0.50	0.04
03/21/2000	8:20 AM	D	GLENBURNIE MD	410 762-5555	0.50	0.07	03/21/2000	12:38 PM	D	MINNEAPOLIS MN	612 851-9299	1.40	0.12
03/21/2000	8:27 AM	D	ENSENML IL	630 766-1367	2.00	0.16	03/21/2000	12:41 PM	D	MEMPHIS TN	901 396-4583	1.10	0.09
03/21/2000	8:33 AM	D	YORK PA	717 848-1177	0.50	0.04	03/21/2000	12:52 PM	D	ENSENML IL	630 766-1308	1.70	0.14
03/21/2000	8:33 AM	D	YORK PA	717 848-1177	1.70	0.14	03/21/2000	1:08 PM	D	ENSENML IL	630 766-2470	2.90	0.23
03/21/2000	8:56 AM	D	PRESTON MD	410 673-2923	1.40	0.19	03/21/2000	1:08 PM	D	KENNINGTON MD	301 230-2409	1.40	0.19
03/21/2000	9:02 AM	D	ENSENML IL	630 766-1367	8.60	0.68	03/21/2000	1:21 PM	D	LA MESA CA	619 462-5101	23.90	1.89
03/21/2000	9:03 AM	D	BOCA RATON FL	561 347-1353	0.50	0.04	03/21/2000	1:21 PM	D	SAVANNAH GA	912 964-8785	1.40	0.12
03/21/2000	9:08 AM	D	BALTIMORE MD	443 403-1743	2.00	0.26	03/21/2000	1:22 PM	D	BALTIMORE MD	443 253-6093	1.10	0.15
03/21/2000	9:09 AM	D	ST PAUL MN	651 256-8250	0.50	0.04	03/21/2000	1:35 PM	D	ENSENML IL	630 766-2692	6.80	0.54
03/21/2000	9:10 AM	D	ENSENML IL	630 766-4569	0.80	0.07	03/21/2000	1:36 PM	D	MINNEAPOLIS MN	612 851-9392	3.20	0.26
03/21/2000	9:14 AM	D	GLENBURNIE MD	410 762-5556	0.50	0.07	03/21/2000	1:39 PM	D	FRUIT TX	210 967-4514	0.80	0.07
03/21/2000	9:24 AM	D	GLENBURNIE MD	410 766-9199	4.40	0.56	03/21/2000	1:44 PM	D	GRAPEVINE TX	817 416-8410	2.30	0.19
03/21/2000	9:40 AM	D	ENSENML IL	630 766-1308	6.20	0.49	03/21/2000	1:58 PM	D	YORK PA	717 767-4223	3.20	0.26
03/21/2000	9:42 AM	D	ENSENML IL	630 766-0177	3.20	0.26	03/21/2000	1:59 PM	D	BALTIMORE MD	443 253-6093	0.80	0.11
03/21/2000	9:45 AM	D	SEVERNA PARK MD	410 647-9133	2.90	0.38	03/21/2000	2:10 PM	D	ARDEN NC	828 687-9975	1.10	0.09
03/21/2000	9:46 AM	D	ALEXANDRIA VA	703 550-8531	1.40	0.12	03/21/2000	2:14 PM	D	ATLINGTON VA	703 922-7174	1.70	0.14
03/21/2000	9:51 AM	D	ENSENML IL	630 766-0064	1.10	0.09	03/21/2000	2:14 PM	D	ALEXANDRIA VA	703 550-8532	1.70	0.14
03/21/2000	9:53 AM	D	YORK PA	717 848-1177	3.20	0.26	03/21/2000	2:28 PM	D	HERNDON VA	703 464-0935	0.50	0.04
03/21/2000	9:59 AM	D	TAMPA WEST FL	813 882-8581	3.50	0.28	03/21/2000	2:30 PM	D	CHICAGO IL	773 235-6002	4.40	0.35
03/21/2000	10:28 AM	D	WINDSORLKS CT	860 623-6648	0.80	0.07	03/21/2000	2:31 PM	D	COMPTON CA	310 604-3721	0.50	0.04
03/21/2000	10:46 AM	D	HAWTHORNE CA	310 679-0610	1.40	0.12	03/21/2000	2:32 PM	D	COMPTON CA	310 604-3722	3.20	0.26
03/21/2000	10:49 AM	D	GLENBURNIE MD	410 762-5555	4.10	0.54	03/21/2000	2:34 PM	D	BURLINGAME MD	410 769-1493	1.70	0.23

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DATE	TIME	RATE	TO	NUMBER	MINUTES	AMOUNT
03/21/2000	2:39 PM	D	TOWSON MD	410 377-7264	1.40	0.19
03/21/2000	2:50 PM	D	BENSENL IL	630 766-1367	14.90	1.18
03/21/2000	2:52 PM	D	KENNINGTON MD	301 230-2392	6.20	0.81
03/21/2000	2:52 PM	D	BENSENL IL	630 766-0584	0.80	0.07
03/21/2000	3:04 PM	D	GLENBURNIE MD	410 762-5555	0.80	0.11
03/21/2000	3:10 PM	D	EL SEGUNDO CA	310 414-4119	6.80	0.54
03/21/2000	3:19 PM	D	BENSENL IL	630 766-0064	6.50	0.52
03/21/2000	3:22 PM	D	BRADENTON FL	941 746-1682	7.70	0.61
03/21/2000	3:32 PM	D	BENSENL IL	630 766-1308	1.40	0.12
03/21/2000	3:33 PM	D	BENSENL IL	630 766-1308	1.10	0.09
03/21/2000	3:34 PM	D	TACOMA WIRA WA	253 926-0160	1.70	0.14
03/21/2000	3:45 PM	D	ALEXANDRIA VA	703 550-8533	3.20	0.26
03/21/2000	3:48 PM	D	ROCKVILLE MD	301 354-0100	1.70	0.23
03/21/2000	3:51 PM	D	BENSENL IL	630 766-0064	0.50	0.04
03/21/2000	3:51 PM	D	BENSENL IL	630 766-0064	1.40	0.12
03/21/2000	3:57 PM	D	TAMPA WEST FL	813 882-8581	0.50	0.04
03/21/2000	3:58 PM	D	SEVERNA PARK MD	410 647-9133	0.80	0.11
03/21/2000	3:59 PM	D	SUNNYVALE CA	408 752-2256	1.70	0.14
03/21/2000	4:11 PM	D	YORK PA	717 848-1177	3.20	0.26
03/21/2000	4:16 PM	D	WATERLOO MD	410 799-9721	0.80	0.06
03/21/2000	4:16 PM	D	TACOMA WIRA WA	253 926-0859	3.20	0.26
03/21/2000	4:19 PM	D	CAPITOL HTS MD	301 499-4819	2.00	0.26
03/21/2000	4:22 PM	D	LOS ANGELES CA	213 626-0502	7.70	0.61
03/21/2000	4:28 PM	D	MIAMI FL	305 470-1927	2.00	0.16
03/21/2000	4:33 PM	D	LIVONIA MI	734 462-0539	0.80	0.07
03/21/2000	4:43 PM	D	GRAVEVIEW TX	817 416-8410	2.90	0.23
03/21/2000	4:44 PM	D	BALTIMORE MD	443 463-1743	0.50	0.07
03/21/2000	4:45 PM	D	WATERLOO MD	410 792-9176	0.80	0.11
03/21/2000	4:45 PM	D	TAMPA WEST FL	813 882-8581	1.70	0.14
03/21/2000	4:47 PM	D	DES MOINES IA	515 457-8424	2.30	0.19
03/21/2000	4:56 PM	D	ROMULUS MI	734 946-2930	0.80	0.07
03/21/2000	4:57 PM	D	GLENBURNIE MD	410 993-4977	1.40	0.19
03/21/2000	5:01 PM	N	LINDVISTED CA	858 569-1926	1.70	0.14
03/21/2000	5:05 PM	N	GRAVEVIEW TX	817 416-8511	2.30	0.19
03/21/2000	5:06 PM	N	BALTIMORE MD	443 463-1743	0.80	0.11
03/21/2000	5:08 PM	N	ROMULUS MI	734 946-4902	1.40	0.12
03/21/2000	5:09 PM	N	GLEN ROCK PA	717 235-0810	2.30	0.19
03/21/2000	5:21 PM	N	BALTIMORE MD	410 625-6000	1.70	0.23

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DATE	TIME	RATE	TO	NUMBER	MINUTES	AMOUNT
03/22/2000	5:22 PM	N	CATONSVL MD	410 747-6550	1.40	0.19
03/22/2000	5:30 PM	N	CATONSVL MD	410 747-6550	2.00	0.26
03/22/2000	5:30 PM	N	BALTIMORE MD	410 404-5885	0.50	0.07
03/22/2000	5:49 PM	N	GLENBURNIE MD	410 762-5555	1.70	0.23
03/22/2000	6:08 PM	N	CINCINNATI OH	513 621-7867	13.40	1.06
03/22/2000	6:20 PM	N	HMBL SCHUL TX	281 441-2629	0.80	0.07
03/22/2000	6:28 PM	N	CATONSVL MD	410 747-2627	1.40	0.19
03/22/2000	6:29 PM	N	PHILA PA	215 870-0015	3.20	0.26
03/22/2000	6:50 PM	N	TAMPA WEST FL	813 396-4271	1.40	0.12
03/22/2000	6:51 PM	N	BENSENL IL	630 766-1308	1.10	0.09
03/22/2000	7:35 PM	N	BRKLYNPLM MD	410 789-1493	1.70	0.23
03/22/2000	7:53 PM	N	ANDOVER NY	607 478-8909	1.10	0.44
03/22/2000	8:11 PM	N	HAWTHORNE CA	310 970-0608	0.80	0.07
03/22/2000	8:32 PM	N	BRKLYNPLM MD	410 789-1493	1.40	0.19
03/22/2000	8:36 PM	N	LYNCHBURG VA	804 237-4228	1.40	0.12
03/22/2000	8:40 PM	N	TAMPA WEST FL	813 396-4209	1.40	0.12
03/22/2000	8:58 PM	N	BALTIMORE MD	410 433-1961	19.70	2.57
03/22/2000	9:40 PM	N	BALTIMORE MD	410 433-1961	0.80	0.11
03/22/2000	9:54 PM	N	GLENBURNIE MD	410 766-2632	0.80	0.11
03/22/2000	9:58 PM	N	GLENBURNIE MD	410 766-2632	1.40	0.19
03/22/2000	4:35 AM	N	BRKLYNPLM MD	410 789-1493	1.10	0.15
03/22/2000	5:08 AM	N	FAIRFAX VA	703 834-0806	0.50	0.04
03/22/2000	7:12 AM	N	CROWLEY TX	817 297-6580	3.80	0.31
03/22/2000	8:08 AM	D	BETHESDA MD	301 564-9235	2.00	0.26
03/22/2000	8:15 AM	D	WESTBROOK ME	207 856-6515	8.30	0.66
03/22/2000	8:23 AM	D	NOFOLK VA	757 717-0960	0.50	0.04
03/22/2000	8:26 AM	D	KENNINGTON MD	301 230-2617	2.60	0.34
03/22/2000	8:46 AM	D	HAGERSTOWN MD	301 739-3005	0.80	0.11
03/22/2000	8:46 AM	D	DARBANDSH PA	610 461-1496	0.80	0.07
03/22/2000	9:17 AM	D	CHARLOTTE NC	704 357-8578	2.60	0.21
03/22/2000	9:18 AM	D	GRAVEVIEW TX	817 424-4003	1.70	0.14
03/22/2000	9:24 AM	D	ROMULUS MI	734 946-2930	5.00	0.40
03/22/2000	9:34 AM	D	BENSENL IL	630 766-0177	0.50	0.04
03/22/2000	9:43 AM	D	CHARLOTTE NC	704 357-8578	3.20	0.26
03/22/2000	9:50 AM	D	WAYNE MI	734 641-7611	0.80	0.07
03/22/2000	10:04 AM	D	BENSENL IL	630 766-1323	1.70	0.14
03/22/2000	10:27 AM	D	ORLANDO FL	407 859-4490	3.50	0.28
03/22/2000	10:44 AM	D	BENSENL IL	630 766-1326	0.80	0.07

Globalcom, Inc. d/b/a GCI Globalcom Inc.

Appendix V

Display Card

Not Applicable

Globalcom Inc. d/b/a GCI Globalcom Inc. does not propose to offer operator assisted services.